

CHAMPION LAKE HOMEOWNER'S ASSOCIATION CLS MAINTENANCE FUND, INC. ARCHITECTURAL CONTROL COMMITTEE

Request for Home Improvement Approval Form

After completion please mail this form and supporting documentation to: JDH Management Association P.O. Box 96046 Houston, TX 77213

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

NOW THEREFORE, the Board of Directors of the CLS Maintenance Fund, Inc., have adopted the following Request for Home Improvement Approval Form for the CLS Maintenance Fund, Inc.:

Date:	
TO: MEMBERS OF	THE ARCHITECTURAL CONTROL COMMITTEE (hereinafter "ACC")
FROM:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
LOT OWNER:	
BUILDER:	
LOT / BLOCK:	
ADDRESS:	

To whom it may concern:

Please accept this as my Application for Approval of the attached plans and specifications to construct or alter improvements on the above referenced property in Champion Lake Subdivision. As part of my application for the approval of the attached plans and specifications I ("Applicant") understand and agree to be bound by the following:

- 1) General and Special Restrictions as recorded in public records;
- 2) Restrictions for Champion Lake Section (1), as recorded in the records of the Montgomery County



Recorder's Office under Clerk's File Number 8029976, and all amendments to said Restrictions as recorded in the records of the Montgomery County Recorder's Office under Clerk's File Number 8104423, and all further amendments thereto as may be agreed thereon from time to time in accordance with the terms of said restrictions (hereinafter referred to collectively as the "Restrictions");

- 3) Pursuant to Paragraph 19 of the Restrictions, the Architectural Control Committee ("ACC") may make modifications to the Restrictions and to the building lines in order to further the overall plan for development of Champion Lake, Section One. This shall include the right of the Architectural Control Committee to impose fines and or penalties for the Applicant's failure to comply with the Restrictions or this agreement.
- 4) The ACC reserves the right to make periodic inspections as work progresses. All construction, labor and materials shall be installed in a good workmanlike manner. The Applicant agrees to meet with any member of the ACC for discussion for the purpose of conducting an inspection, at any time convenient to both parties, concerning the improvements/construction to insure that it complies with the plans as approved by the ACC. Applicant agrees to pay the cost of said inspection, not to exceed \$300.
- 5) All construction shall be completed within six (6) months from the date of the ACC's approval of this Agreement. Said residence shall be complete and ready for occupancy at the end of this time period. Also, all unpaid maintenance fees must be paid prior to completion.
- 6) At all times during construction Applicant will provide straw or plastic sheeting on the site to prevent dirt and/or debris from getting onto the street and into the drainage system. Any and all dirt, mud and/or debris that may be tracked onto the Champion Lake Subdivision streets by equipment and/or construction workers working on the construction site will be cleaned up immediately. Temporary structures and debris shall be removed from the lot, easements, common areas and adjoining lots. During construction the building site and adjacent land must be kept free of debris and no debris shall be allowed to be blown onto other properties, Materials may not be placed on adjoining lots without written approval from those specific property owners and a copy of the letter must be submitted to the ACC for approval before construction begins. Failure to comply with any to the foregoing requirements will subject the Applicant to a fine of \$50.00 per day plus all expenses incurred by the ACC for any remedial action taken as a result of Applicant's failure to remedy said violation within five (5) days. This fee is payable to CLS Maintenance Fund, Inc.
- 7) Applicant will arrange for all construction debris to be removed from the site during construction. Applicant understands that the burning of construction debris on site is considered to pose an immediate threat to the health and safety of other residents and is not permitted. If Applicant or Applicant's agents are observed burning debris on site, Applicant will be fined \$200.00 for each occurrence. This fee is payable to CLS Maintenance Fund, Inc.
- 8) Applicant shall provide a portable toilet facility on the job site, and will insure that this facility is maintained in a sanitary condition during all phases of construction.
- 9) Applicant agrees to comply with ACC adopted 10/12 roof pitch for all single-story dwellings.
- 10) Applicant must also obtain written approval for removal of any trees that are four (4) inches or more in diameter. There will be an assessment of \$300.00 per tree for the removal of any such trees outside the

foundation slab. Once trees have been marked for removal, members of the ACC will walk the property prior to approval of the tree removal plan (if any).

- 11) Any variances in any construction/improvements must be in writing and approved by at least three (3) ACC board members. Oral variances will not be accepted or honored by the ACC Board.
- 12) Applicant understands that the ACC's approval herein is contingent upon receipt of approval from Reliant Energy, Center Point Energy, AT&T and Charter Cable, of any improvement to be constructed within any utility easement, prior to pouring any concrete within the easement area. Failure to obtain such approval will nullify and void this conditional approval. The ACC is granting this conditional approval with the understanding that, in the event that the ACC overlooks Applicant's violation of any requirement stated herein, Applicant is not relieved of the responsibility of adhering to all said requirements.
- 13) The ACC is in receipt of Applicant's \$500.00 deposit required in case of damage to common areas (streets, cables, landscaping, etc.), debris clean-up, damage to existing wiring or cables, etc., that may be caused by Applicant or Applicant's agents in connection with the improvements for which approval is being requested herein.
- 14) Except as otherwise specified in paragraphs six (6) and seven (7) herein, Applicant's failure to comply with any requirement herein will result in a \$10.00 per day penalty fee until the corrective measures required by the ACC are taken. This fee is payable to CLS Maintenance Fund, Inc.

15) Applicant attaches hereto a copy of the Plans and Specifications which will be strictly adhered to in the construction of the improvements for which the ACC approval is requested. If a survey is attached, said survey is dated, and was performed by, slab survey required
16) Applicant understands the ACC is relying on all statements made by Applicant herein, including but not limited to the plans and specifications being submitted herewith, in their decision to approve or deny this application.
Respectfully submitted this Day of, 20
LOT OWNER:
BUILDER:
ACC members, after you have signed your name, circle your approval or refusal along with any appropriate comments (please provide on the back of this document), please forward this Request to the next ACC Board Member.
ACC Member #1
Approval / refusal

ACC Member #2

ACC Member #3	Approval / refusal
ACC Member #4	Approval / refusal
ACC Member #5	Approval / refusal
AGREED AND ACCEPTED / DEI	NIED by the Architectural Control Committee this
Day of	,20
CLS MAIN	TENANCE FUND, INC. CERTIFICATION
This Request for Home Improveme this day of November, 2011. Freddie E. Lawson Robert L. La Tour Martha L. Scales	nt Approval Form has been approved and adopted by the Board on
STATE OF TEXAS	
COUNTY OF MONTGOMERY	
the Board of Directors of the CLS Merson and officer whose name is su	ty, on this day personally appeared Freddie E. Lawson, a member of Maintenance Fund, Inc., a Texas corporation, known to me to be the abscribed to the foregoing instrument and acknowledged to me that he said corporation for the purpose and consideration therein expressed,
Given under my hand and seal of of Mulai Mulai Notary Public, State of Texas	fice this <u>21</u> of November, 2011.

Printed Name BARBARA TAYLOR My commission Expires: 3-23-13 My Comm. Exp. 03-23-2013
STATE OF TEXAS COUNTY OF MONTGOMERY
Before me, the undersigned authority, on this day personally appeared Robert L. La Tour, a member of the Board of Directors of the CLS Maintenance Fund, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this
Notary Public, State of Texas CYNTHIA M. KOJAK Notary Public, State of Texas My Commission Expires 10-29-2014 My commission Expires:
STATE OF TEXAS
COUNTY OF MONTGOMERY
Before me, the undersigned authority, on this day personally appeared Martha L. Scales, a member of the Board of Directors of the CLS Maintenance Fund, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this of November, 2011.
Notary Public, State of Texas
Printed Name CYNTHIA M. KOJAK Notary Public, State of Texas My Commission Expires 10-29-2014
My commission Expires: / Joh Association Management 1716 Wood Stead Ct. # 103 The Woodlands, Tx 47380

FILED FOR RECORD

01/10/2012 11:23AM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

01/10/2012

County Clerk

Montgomery County, Texas